

# Terms and Conditions



## 1. Parties to the agreement

- Training-by-Eos is a trading name of Eos Business Consultants Limited, a company incorporated in England, company number 5034501. The contract (“the tuition contract”) for the agreed programme of tuition (“the programme”) is made between Training-by-Eos and the individual employing the services of Training-by-Eos (“the client”).

## 2. Payment terms

- Where a booking is made online, immediate payment via PayPal (using either a PayPal account or Credit / Debit card) is required to secure a place.
- Payment via BACS or cheque is possible with prior agreement. In this case, an invoice for programme fees will be dispatched with the confirmation of acceptance on to the programme(s).
- The following payment terms apply:
  - Full payment is due within 15 days from the date of the invoice.
  - Payment is due immediately if booking is made less than 15 days before the programme start date.
  - If Training-by-Eos fails to receive full payment of the invoice by the programme start date the client may be refused entry to the programme.
  - Training-by-Eos reserves the right to charge late payment interest on any outstanding invoices, at a rate of 8% above the Bank of England base rate.
  - Training-by-Eos reserve the right to recover any reasonable debt collection costs in connection with this Agreement.
  - Any credit notes issued by Training-by-Eos will only be valid for a maximum period of 12 months from date of issue.

## 3. Refunds

- Clients may cancel a classroom programme provided that at least 7 days’ notice is given to Training-by-Eos prior to the start date of the programme and a refund of the programme fees will be given, less a deduction for study materials and a cancellation fee of 25%.
- For cancellations notified less than 7 days prior to the start date of the programme, no refunds will be given.
- Online programmes are treated as software purchases and as such no refunds will be granted.
- This does not affect your statutory rights.

## 4. Classroom programmes

- Training-by-Eos assumes that clients have purchased and read the ICAEW Case Study study manual prior to attending any classroom sessions.
- Clients attending a programme will be provided with additional study materials by Training-by-Eos during the course of the programme.
- Clients attending a programme undertake to participate fully in all tasks set, including group activities and presentations. Clients will receive an oral warning, and a written warning if, in the opinion of the Programme Director, they breach this undertaking or otherwise disrupt the programme. Training-by Eos reserves the right to refuse entry to the remainder of the programme, without refund of any fees paid, to any client who after such warnings continues to breach this undertaking.

- Training-by-Eos reserves the right to cancel, reschedule, or change the location of a programme, if in the opinion of Training-by-Eos, such an action is necessary. Training-by-Eos will notify the client as soon as the change is made. In such circumstances, the client has the option to reschedule the programme, apply the fees to another programme, or to receive a refund or credit note for the programme fees paid.
- Under no circumstances are programmes or study materials transferable between clients.

## 5. Intellectual property

- Training-by-Eos grants the client a non-transferable, non-exclusive licence to use Training-by-Eos products (including information, training material content (including, but not limited to, written and video material), software and data) under the terms of this Agreement.
- This licence terminates upon termination of this Agreement when the client sits the ICAEW Case Study exam or by written notice between Client and Training-by-Eos for whatever reason.
- The client warrants that they shall only use Training-by-Eos's products for their own educational purposes and shall not, without Training-by-Eos's prior written consent, copy, make available, retransmit, reproduce, sell, disseminate, licence, distribute, publish, broadcast or otherwise circulate Training-by-Eos's products (or any part of them) to any person other than in accordance with this Agreement.
- The client shall fully indemnify Training-by-Eos in respect of any infringement of any intellectual property rights arising as a result of their use of Training-by-Eos products in breach of this Agreement.
- All printable material will carry the client's name and identifying number.
- Training-by-Eos reserves the right to monitor access to online products. If there is evidence to suggest a client is allowing others to access their online product (for example log-ins from multiple computers), the client's use of all online products will be suspended and no refunds given.
- **Training-by-Eos will report any instance of unauthorised sharing of its products to ICAEW's Professional Conduct Department. An adverse finding from the resulting investigation / disciplinary hearing can result in reprimand, fine or even exclusion from ICAEW as a provisional member. Further information about the process can be found on [www.icaew.com](http://www.icaew.com).**

## 6. Change of address or other contact details

- Training-by-Eos must be notified in writing or by email of any change in a client's contact details.

## 7. Security

- Personal possessions are the sole responsibility of the client and Training-by-Eos accepts no responsibility for anything that is lost or stolen from the venues that it uses.
- Clients are advised to keep valuables with them at all times.

## 8. Notices

- Any notices required to be served by Training-by-Eos under this Agreement will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address notified by the client, at Training-by-Eos's discretion.

## 9. Limitation of liability

- The liability for Training-by-Eos for direct losses arising out of their negligence (other than in respect of liability for death or personal injury), breach of contract or any other cause of action arising out of or in connection with this Agreement shall be limited to the cash receipts from the client (or the client's employer) for the programme or study materials.
- Training-by-Eos shall not be liable for any indirect or consequential loss whether arising from negligence, breach of contract or otherwise.

## 10. Data protection

- Clients agree that, in relation to information held from time to time, Training-by-Eos may:
  - Use the information to perform their obligations and enforce rights under this Agreement.
  - Use the information to inform clients about programmes, products or services offered by Training-by-Eos which may be of interest to them.
  - Share the information with Eos Business Consultants Ltd to inform the client about other products or services which may be of interest to them.
  - Use the information to inform clients of feedback and exam results.
  - Communicate with the client's employer regarding their progress, results and attendance.
- Clients have the right to receive details of the personal information held by Training-by-Eos. A fee of £20 will be payable.
- In the event that clients do not wish to receive correspondence from Training-by-Eos, Training-by-Eos must be notified in writing or by email.

## 11. Validity

- If any provision of this Agreement is held to be invalid or unenforceable by any tribunal of competent jurisdiction, the remaining provisions shall not be affected and shall be carried out as closely as possible according to the original intent.

## 12. Jurisdiction

- The parties to this Agreement irrevocably submit to the exclusive jurisdiction of the English Courts for the determination of disputes arising under this Agreement. Any dispute arising out of this agreement between the parties will be referred to a single arbitrator to be appointed in default of agreement by the President of the Institute of Chartered Accountants in England and Wales in accordance with the Arbitrations Acts 1950 and 1972 and any statutory modification thereto.